

Document # 4690B

12/5/85

FIRST AMENDMENT

Report and Decision on Application for Consent to Transfer the Morville House Project Pursuant to General Laws Chapter 121A, Section 11, to Acquire the Morville House Project Pursuant to General Laws Chapter 121A, Sections 18B and 18C, and to Form Norway Street Limited Partnership to Acquire and Carry Out the Morville House Project Under General Laws Chapter 121A.

On September 30, 1971, the Authority voted to adopt a Report and Decision on the Application of the Reverend Gilbert S. Avery, et als, for Approval of a Redevelopment Project and Consent to the Formation of Morville House Pursuant to Chapter 121A of the Massachusetts General Laws. The proposal called for the construction of 147 units of elderly rental housing on Norway Street in the Fenway area of Boston (the "Project").

On December 4, 1985, Morville House and The Episcopal City Mission submitted an application requesting the Authority's approval of the following:

1. The consent of the Authority to the transfer of the Project from Morville House to The Episcopal City Mission, a Massachusetts profit corporation. If the Authority approves the requested transfer, Morville House will make a charitable contribution of the Project to The Episcopal City Mission.

2. The consent of the Authority to the subsequent sale of the Project by The Episcopal City Mission to Norway Street Limited Partnership, a Massachusetts limited partnership to be formed if the Authority approves the requested transfer. The managing general partner of Norway Street Limited Partnership will be Norway Street, Inc., a wholly-owned business corporation subsidiary of The Episcopal City Mission to be formed if the Authority approves the requested transfers. In addition, Boston Housing Associates Limited Partnership, a Massachusetts limited partnership, shall either be an additional general partner or the principal limited partner of Norway Street Limited Partnership. The general partners of Boston Housing Associates Limited Partnership are GBCD Development Services, Inc., a Massachusetts corporation, and CCL-Boston Partners, a New York general partnership.

3. The sale of the Project by The Episcopal City Mission to Norway Street Limited Partnership shall modify the financial information contained in the original 1971 application for the Project. The purchase price for the transfer of the Project to be paid by Norway Street Limited Partnership to The Episcopal City Mission is approximately \$4,636,531,

payable as follows: approximately \$2,738,565 shall be paid by Norway Street Limited Partnership's assumption of the existing first mortgage on the Project held by State Street Bank and Trust Company; the balance of approximately \$1,897,966 shall be paid by Norway Street Limited Partnership delivering its promissory note to The Episcopal City Mission, which promissory note shall be secured by a second mortgage on the Project. Principal and any accrued but unpaid interest on the promissory note shall be due in fifteen years.

4. The sale of the Project shall enable capital to be raised to finance improvements to the Project and to provide funds to The Episcopal City Mission to further its financing of low and moderate income housing projects in the Boston area. As a condition to its approval of the proposed transfer of the Project, the mortgage insurer, the U.S. Department of Housing and Urban Development ("HUD"), will require the new owner of the Project to undertake and pay for certain improvements to the Project. These items, which are designed to implement energy saving measures, shall have no adverse effect upon the environment nor shall they require the relocation of any tenants of the Project.

5. The proposed transfers and the improvements to the Project to be undertaken by the new owners shall have no adverse impact upon the tenants, upon tenant rents, or upon the Project. The Project will continue to be regulated by HUD through the year 2013.

The proposed transfers have met with the approval of the Boston Redevelopment Authority staff. The proposed transfers do not represent a fundamental change to the Project. The new owners shall have the financial resources to operate the Project and to meet the duties imposed by Chapter 121A and the Acts of 1960, Chapter 652.

Morville House, Incorporated, a wholly-owned subsidiary of The Episcopal City Mission, is the sole general partner of Morville House, which developed and has operated the Project since the early 1970's. Since the managing general partner of Norway Street Limited Partnership will be Norway Street, Inc., another of its wholly-owned subsidiaries, The Episcopal City Mission, shall continue to control the operation of the Project. By virtue of the continuing role of The Episcopal City Mission with regard to the Project, no change in the operation or management of the Project will result from the proposed transfers. The proposed transfers shall enable equity in the Project to be realized in order to fund valuable energy savings for the Project.

Based upon the foregoing, the Authority hereby approves this "Report and Decision on Application for consent to transfer the Morville House Project Pursuant to General Laws

December 4, 1985

APPLICATION FOR CONSENT TO TRANSFER A PROJECT PURSUANT TO
GENERAL LAWS CHAPTER 121A, SECTION 11,
TO ACQUIRE A PROJECT PURSUANT TO
GENERAL LAWS CHAPTER 121A, SECTIONS 18B AND 18C, AND
TO FORM NORWAY STREET LIMITED PARTNERSHIP
TO BE ORGANIZED UNDER GENERAL LAWS CHAPTER 121A, AND
PURSUANT TO THE ACTS OF 1960, CHAPTER 652, ALL AS AMENDED

Morville House, a Massachusetts limited partnership (the "Seller") and The Episcopal City Mission, a Massachusetts non-profit corporation (the "Transferor") (the Seller and the Transferor are collectively referred to as the "Applicant") hereby apply to the Boston Redevelopment Authority (the "Authority") pursuant to the provisions of G.L. c. 121A, §§11, 18B and 18C, as amended, the provisions of the Acts of 1960, Chapter 652, as amended, and any rules and regulations of the Authority that may be applicable hereto, for the consent of the Authority to the proposed transfer of the project (the "Project") commonly known as Morville House to Norway Street Limited Partnership (the "Buyer"), a limited partnership to be formed under G.L. c. 109, and for the consent of the Authority for Norway Street Limited Partnership to be organized for the purpose of acquiring and carrying out the Project under G.L. c. 121A.

Norway Street Limited Partnership shall be a limited partnership, whose managing general partner shall be Norway Street, Inc., a Massachusetts corporation to be organized as a wholly-owned subsidiary of The Episcopal City Mission. In addition, Boston Housing Associates Limited Partnership, a Massachusetts limited partnership, shall either be an additional general partner or the principal limited partner of Norway Street Limited Partnership; the general partners of Boston Housing Associates Limited Partnership are identified on the attached Exhibit A.

The Project has previously been duly authorized and approved by the Authority and has been developed and operated in accordance with G.L. c. 121A and the Acts of 1960, Chapter 652. A permanent mortgage loan in the original principal amount of \$3,000,000.00 on the Project is held by State Street Bank and Trust Company, FHA Project No. 023-44807LDP.

1. The name and business address of each of the Applicants is as follows:

Seller: Morville House
c/o The Episcopal City Mission
One Joy Street
Boston, Massachusetts 02108

Transferor: The Episcopal City Mission
One Joy Street
Boston, Massachusetts 02108

Notices and requests by the Authority with regard to this Application should be directed to:

Thomas G. Schnorr, Jr., Esquire
Palmer & Dodge
One Beacon Street
Boston, Massachusetts 02108

2. The Project is situated at 100 Norway Street in the City of Boston, a metes and bounds description of which is attached hereto as Exhibit B (the "Project Area"). Construction of the Project was completed in 1973. The Project consists of 147 units of elderly rental housing, together with appurtenant community space, parking and related improvements.

3. The Authority voted on September 30, 1971, to authorize and approve the Project pursuant to the provisions of Chapter 121A and Acts of 1960, Chapter 652, and thereafter the Seller and the Authority entered into a regulatory agreement (the "Regulatory Agreement") as required by Chapter 121A, a copy of which is attached hereto as Exhibit C.

4. The City of Boston approved the Project pursuant to the provisions of Chapter 121A on October 12, 1971, and thereafter the Seller and the City of Boston entered into a contract as required by Section 6A of Chapter 121A, a copy of which is attached hereto as Exhibit D.

5. Subject to the approval of this Application by the Authority and the approval by the United States Department of Housing and Urban Development ("HUD") of the transfers of the Project described in this Application, the Seller proposes to, and hereby requests the consent of the Authority to, transfer the Project to The Episcopal City Mission. Since the Seller intends to make this transfer a charitable contribution of the Project, the consideration for this transfer would be zero.

6. Promptly following the Seller's transfer of the Project to The Episcopal City Mission, The Episcopal City Mission proposes to transfer the Project to Norway Street Limited Partnership. The consideration for this sale shall be approximately \$4,636,531, which shall be paid as follows: approximately \$2,738,565 shall be paid by the Buyer's assumption of the present first mortgage held by State Street Bank and Trust Company; the balance of approximately \$1,897,966 shall be paid by the Buyer delivering its promissory note to The Episcopal City Mission, which promissory note shall be secured by a second mortgage on the Project.

7. Norway Street Limited Partnership proposes to raise capital in the approximate sum of \$1,630,000. Approximately \$25,000 of such capital shall be applied to Project improvements; the balance of such funds shall be used to pay certain costs of raising the capital and to pay interest due under the promissory note given to The Episcopal City Mission.

8. It is expected that, subject to the approval of HUD, the proposed transfers of the Project will be consummated within six (6) months after the final approval by the Authority of this Application.

9. It is intended that, after the proposed transfers of the Project, Norway Street Limited Partnership shall succeed to all of the obligations and rights of the Seller under the contract with the City of Boston arising after transfer of title to the Project and be substituted for the Seller from that time forward in every way relating to the Project. Attached to this Application as Exhibit E is a proposed draft of the Agreement with the City evidencing such succession and substitution, in the form that the Buyer is willing to execute if the transfers of the Project described in this Application are approved by the Authority and HUD.

10. The Seller's successful sponsorship of the Project originally, including the Seller's carrying out and maintenance of the Project to date, and the continued involvement of The Episcopal City Mission through Norway Street, Inc. acting as managing general partner as described above, demonstrate that the Buyer has the ability requisite to perform the obligations and carry out the duties imposed by G.L. c. 121A and the Acts of 1960, Chapter 652 with respect to the Project.

11. Attached to this Application as Exhibit F is a proposed draft of the Regulatory Agreement required by Chapter 121A, §18C and the Acts of 1960, Chapter 652, in the form that the Buyer is willing to execute if the transfers of the Project described in this Application are approved by the Authority and HUD.

12. The Applicant does not request any changes in the plan for the Project as originally authorized and approved by the Authority in 1971. The proposed transfers will not alter the Project's boundaries. The proposed transfers will not affect the objectives, standards, requirements and restrictions as to use, construction and design as set forth in such plan. The proposed transfers will not affect the obligations and duties to be performed and carried out with respect to the Project. Since the Project will be unchanged by reason of the proposed transfers, there will be no effect upon the environment.

On the basis of the foregoing, the Applicant respectfully requests that the Authority consent to: (a) the above-described transfers of the Project, together with the transfer of all of the rights, privileges, benefits and exemptions and duties of the Seller to Norway Street Limited Partnership; and (b) the formation and organization of Norway Street Limited Partnership under G.L. c. 109 and c. 121A.

Seller: MORVILLE HOUSE

By Morville House, Incorporated
Its General Partner

By Joseph A. Pelham

Transferor: THE EPISCOPAL CITY MISSION

By Joseph A. Pelham

Buyer: NORWAY STREET LIMITED
PARTNERSHIP (to be formed)

By Norway Street, Inc.
(to be formed)
Its General Partner

By The Episcopal City Mission
Its Representative

By Joseph A. Pelham

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 4, 1985

Then personally appeared before me the above-named Joseph A. Pelham, Executive Director of The Episcopal City Mission and under oath acknowledged that the statements in the foregoing Application are true to the best of his knowledge and belief.

Notary Public
My commission expires:

Exhibit A - General Partners of Boston Housing
Associates Limited Partnership

Exhibit B - Property Description

Exhibit C - Existing Regulatory Agreement

Exhibit D - Existing 6A Contract

Exhibit E - Proposed Assignment and Assumption
Agreement

Exhibit F - Proposed New Regulatory Agreement

COL-Boston Partners is a New York general partnership, the general partners of which are COL-Boston Associates Limited Partnership, a New York limited partnership, the general partners of which are Peter H. Leach and Stephen C. Kravovitz, and COL-Associates 1985 Limited Partnership, a Delaware limited partnership, the general partners of which are COL-Corporation, Inc., a Delaware corporation, Peter H. Leach and Stephen C. Kravovitz. The principal address of COL-Boston Partners is 660 Madison Avenue, New York, New York, 10022.

EXHIBIT A

General Partners of Boston Housing Associates
Limited Partnership

GBCD Development Services, Inc. is a wholly-owned Massachusetts business corporation subsidiary of Greater Boston Community Development, Inc., a Massachusetts non-profit corporation with almost 20 years of experience in assisting other non-profit corporations to control and develop the management of housing to best serve the needs of lower-income families, elderly and handicapped persons. The principal address of GBCD Development Services, Inc. is 79 Milk Street, Boston, Massachusetts, 02109.

CCL-Boston Partners is a New York general partnership, the general partners of which are: (a) Leach-Kratovil Limited Partnership, a New York limited partnership, the general partners of which are Peter H. Leach and Stephen C. Kratovil; and (b) CCL-Associates 1985 Limited Partnership, a Delaware limited partnership, the general partners of which are CCL-Cornerstone, Inc., a Delaware corporation, Peter H. Leach and Stephen C. Kratovil. The principal address of CCL-Boston Partners is 660 Madison Avenue, New York, New York, 10021.

EXHIBIT B

Morville House
Description of Premises
FHA Project No. 023-44807 LDP

Parcel 16A
Fenway Urban Renewal Area

A certain parcel of land in the City of Boston, Suffolk County, Massachusetts, on Norway Street, consisting of registered and unregistered Land and being shown as Parcel No. 16A on a Plan entitled, "Delivery Parcel Plan, Parcel 16A & 16B, Fenway Urban Renewal Area, Project No. Mass. R-115, dated April 1, 1971, revised May 17, 1971," more particularly bounded and described as follows:

Beginning at a point in the southerly line of Norway Street and the easterly line of Whipple Street;

Thence, running S78°-33'-06"E by the southerly line of Norway Street two hundred fourteen and 96/100 (214.96) feet to a point of curvature;

Thence, turning and running northeasterly by a curve eighteen and 12/100 (18.12) feet and a radius of sixty-five and 00/100 (65.00) feet to a point on the curve;

Thence, running S11°-15'-06"W by Parcel 16B one hundred seventy-seven and 51/100 (177.51) feet;

Thence, running N78°-33'-06"W two hundred thirty-two and 91/100 (232.91) feet to a point in the easterly line of Whipple Street;

Thence, running N11°-16'-10"E by the easterly line of said street one hundred seventy-five and 00/100 (175.00) feet to the point of beginning.

Containing a total area of forty thousand seven hundred sixty eight (40,768) square feet, more or less, and containing as a part thereof the following parcels of registered land, Suffolk County Registry District, Land Registration Division:

1. All of the land described in Certificate of Title No. 80505.
2. All of the land described in Certificate of Title No. 81935.
3. All of the land described in Certificate of Title No. 80690.

Said premises being subject to an easement shown on said Plan as "Utility Easement Area", containing four thousand five hundred sixty four (4,564) square feet, more or less, reserved by the Boston Redevelopment Authority, its successors and assigns for the benefit of the City of Boston, Massachusetts, for the purpose of the installation and maintenance of utilities deemed necessary for the public convenience and necessity, said easement being bounded and described as follows:

Beginning at a point, said point being on the southerly sideline of Norway Street S78°-33'-06"E some two hundred six and 85/100 (206.85) feet from the southeasterly corner of the intersection of Norway and Whipple Streets;

Thence, running S78°-33'-06"E by the southerly sideline of Norway Street eight and 11/100 (8.11) feet to a point of tangency;

Thence, turning and running northeasterly by the southerly sideline of Norway Street eighteen and 12/100 (18.12) feet on a curve whose radius is sixty-five (65.00) feet to a point, said point being on the southerly sideline of Norway Street and being the northwesterly corner of Parcel 16B;

Thence, turning and running by the westerly sideline of Parcel 16B S11°-15'-06"W one hundred seventy seven and 51/100 (177.51) feet to a point, said point being the southwesterly corner of Parcel 16B and being on the northerly terminus line of Edgerly Road;

Thence, turning and running along the northerly terminus line of Edgerly Road N78°-33'-06"W twenty six (26.00) feet to a point;

Thence, turning and running N11°-15'-06"E one hundred seventy-five (175.00) feet to the point of beginning.

The premises consist of all that land shown as parcel 16A on said plan together with so much of the fee in adjacent streets or ways as may run with said parcel.

- EXHIBIT C -

As Required Under the Provisions of Chapter 121A
Section 18C of The Massachusetts General Laws

This Agreement entered into this _____ day of _____, 1971
by and between Morville House, a limited partnership subject to the provisions
of Chapter 109 of the General Laws of The Commonwealth of Massachusetts (the
"Limited Partnership"), and the Boston Redevelopment Authority, hereinafter
referred to as "the Authority."

WHEREAS, an application for approval under the terms and provisions of
Chapter 121A, as amended, of the General Laws is now being filed to undertake
and carry out a project on Norway Street in Boston, to construct a twelve-
story elderly housing project to be financed under the provisions of Section
236 of the National Housing Act, said project (the "Project") and application
being more particularly described in said application to which this Agreement
is attached.

WHEREAS, pursuant to the provisions of Chapter 121A, Section 18C, the
Limited Partnership is required to enter into a regulatory agreement with the
Boston Redevelopment Authority.

NOW, THEREFORE, the Limited Partnership agrees for itself, its successors
and assigns with the Boston Redevelopment Authority in consideration of the
approval of the Authority and all other assents and approvals as may be re-
quired by law, including without limiting the generality of the foregoing, the
issuance by the Federal Housing Commissioner of an endorsement for insurance
by the said Commissioner of a mortgage note under the provisions of Section 236
of the National Housing Act and the execution by the City of Boston of the con-
tract to which this Agreement is attached as follows:

1. To finance the costs of the Project as stated in the application dated
August 30, 1971, filed with the Authority.

2. To keep the accounts for the Project separate and apart from any other
activities conducted by the Limited Partnership, and not to expend funds from
the Project other than as authorized in the application dated August 30, 1971, filed with
the Authority and as amended or modified by the Authority.

3. To comply with the provisions contained in Chapter 121A, Section 6, relative to the inspection of buildings, and the enforcement of compliance with the financing program and rules and regulations applicable to the Project, and that the partners of the Limited Partnership will not receive or accept, while this Regulatory Agreement is in force, as net income from the Project any sum in excess of six per cent (6%) of the amount invested by them in the Project for each year in which they own or have owned the Project, except that, if in any year they have so received a sum less than the aforesaid six per cent (6%), they may so receive in a subsequent year or years additional sums not exceeding, in the aggregate, such deficiency without interest. Nothing contained in this paragraph, however, shall be applicable to the realization of profits from the sale of capital assets of the Limited Partnership. The amount determined to be the amount invested by the partners in the project for purposes of this paragraph 3 shall be no less than the amount of initial equity investment as determined by the Federal Housing Administration.

4. That in consideration of the exemption from taxation of real and personal property and betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the Project, the Limited Partnership will pay the excises with respect to the Project which a corporation would be bound to pay under the formula and provisions set forth in Section 10 of said Chapter 121A.

5. Subject to the provisions of paragraph 6 of this Regulatory Agreement, this Regulatory Agreement shall continue for a term of forty (40) years from the date of approval of the Project which is the subject matter of this Regulatory Agreement to the satisfaction of the "Housing Board" as defined in said Chapter 121A as amended, or any other authority for approval as may be provided for by law under said Chapter 121A. Subject to the Limited Partnership having carried out the obligations and duties imposed by said Chapter 121A, the Regulatory Agreement (40) years from the date of approval of the Project, the Limited Partnership shall thereafter be subject to the obligations of

said Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Regulatory Agreement as provided for in Section 18C of said Chapter.

6. If under the provisions of Section 236 of the National Housing Act, the Regulatory Agreement between the Limited Partnership and the Federal Housing Administration or its successors and assigns is terminated, and the Limited Partnership so requests, or if the Limited Partnership proposes, acting either under the provisions of the last paragraph of Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to a different entity, this Regulatory Agreement shall, upon such termination and request, or transfer, be terminated.

7. This Regulatory Agreement shall be binding upon and the benefits hereunder shall inure to the Limited Partnership, its legal representatives, executors, administrators, successors in office or interest and assigns.

8. None of the general or limited partners of the Limited Partnership assumes any personal liability beyond his interest in the Project itself under the terms of this Regulatory Agreement.

9. The partners of the Limited Partnership do hereby covenant and agree with the Boston Redevelopment Authority that they will not transfer, assign, convey, or sell or in any manner hypothecate their respective interests as partners in the Project prior to the completion of the Project, except to other partners, without the express written consent and approval of the Authority as provided for by law in said Chapter 121A, and that as a condition to any request to permit a transfer of such interest they will cause such transferee or assignee to enter into a written agreement in form and manner reasonably satisfactory to the Authority wherein such assignee or transferee agrees to assume and be bound by the terms and provisions of this Regulatory Agreement.

10. Prior to completion, any transferee or any person or entity succeeding to the rights and obligations and interest of the respective partners as owners in the project by operation of law, testamentary disposition, intestacy or insolvency or otherwise shall, at the option of the Authority be deemed to have been covenanted and agreed to be bound by the terms, covenants and conditions of the within agreement.

11. (a) The Authority may enforce any of its orders, rules or regulations or the provisions of this Regulatory Agreement by a bill in equity filed in the Superior Court of the Commonwealth or by a petition for a writ of mandamus filed under the provisions of Section 5 of Chapter 249 of the General Laws.

(b) The Partnership agrees that it will (1) maintain full and accurate accounts, records and books relative to the project in such manner and in such detail as the Authority may prescribe; (2) grant to the employees or representatives of the Authority at all times during normal business hours access to the project and to its accounts, records, and books; (3) permit the Authority or any accountants or auditors approved by it to make periodic audits of the accounts and financial records of the partnership which shall at all times be available in The Commonwealth of Massachusetts at 1 Joy Street or such other place as may be mutually agreed upon in The Commonwealth of Massachusetts; and (4) furnish to the Authority such financial, operating, statistical and other reports, records, statements and documents on a uniform and consistent basis as may be required, periodically or on a one-time basis, by the Authority and copies of contracts of the partnership or other documents in the possession of the partnership as the Authority may from time to time require.

(c) Any notice or demand permitted or required under this Regulatory Agreement to be given or served by either of the parties hereto or upon the other party hereto shall be in writing and shall be signed in the name of the party giving or serving the same. Such notice or demand shall be mailed by registered mail (postage and registry charges prepaid) or served on the Administrator of The Boston Redevelopment Authority or member or officer or designee of the partnership. Notice shall be deemed to have been received at the time of actual service or three (3) days after the date of the mailing by registered mail properly addressed. The principal office of the Administrator of The Boston Redevelopment Authority shall be deemed to be City Hall, Boston.

Massachusetts, 02201, or such other place as said Administrator may designate by written notice to the Limited Partnership; and the principal office of the Limited Partnership shall be deemed to be 1 Joy Street, Boston, Massachusetts, or such place as the Limited Partnership may designate by written notice to the said Administrator.

EXECUTED as a sealed instrument.

MORVILLE HOUSE

By _____

President
Morville House, Incorporated
General Partner

BOSTON REDEVELOPMENT AUTHORITY

BY _____

Administrator

Description of Premises
The Subject of Project No. 023-44807 LDP

PARCEL 16A
FENWAY URBAN RENEWAL AREA

A certain parcel of land in the City of Boston, Suffolk County, Massachusetts, on Norway Street, consisting of Registered and Unregistered Land and being shown as Parcel No. 16A on a Plan entitled, "Delivery Parcel Plan, Parcel 16A & 16B, Fenway Urban Renewal Area, Project No. Mass. R-115, dated April 1, 1971, revised May 17, 1971," more particularly bounded and described as follows:

Beginning at a point in the Southerly line of Norway Street and the Easterly line of Whipple Street;

Thence, running S78°-33'-06"E by the Southerly line of Norway Street two hundred fourteen and 96/100 (214.96) feet to a point of curvature;

Thence, turning and running Northeasterly by a curve eighteen and 12/100 (18.12) feet and a radius of sixty-five and 00/100 (65.00) feet to a point on the curve;

Thence, running S11°-15'-06"W by Parcel 16B one hundred seventy-seven and 51/100 (177.51) feet;

Thence, running N78°-33'-06"W two hundred thirty-two and 91/100 (232.91) feet to a point in the Easterly line of Whipple Street;

Thence, running N11°-16'-10"E by the Easterly line of said street one hundred seventy-five and 00/100 (175.00) feet to the point of beginning.

Containing a total area of Forty Thousand Seven Hundred Sixty Eight (40,768) square feet, more or less, and containing as a part thereof the following parcels of registered land, Suffolk County Registry District, Land Registration Division:

1. All of the land described in Certificate of Title #80505.
2. All of the land described in Certificate of Title #81935.
3. All of the land described in Certificate of Title #80690.

Said premises being subject to an easement shown on said Plan as "Utility Easement Area", containing Four Thousand Five Hundred Sixty Four (4,564) square feet, more or less, reserved by the Boston Redevelopment Authority, its successors and assigns for the benefit of the City of Boston, Massachusetts, for the purpose of the installation and maintenance of utilities deemed necessary for the public convenience and necessity, said easement being bounded and described as follows:

Beginning at a point, said point being on the southerly sideline of Norway Street S78°-33'-06"E some two hundred six and 85/100 (206.85) feet from the southeasterly corner of the intersection of Norway and Whipple Streets;

Thence, running S78°-33'-06"E by the southerly sideline of Norway Street eight and 11/100 (8.11) to a point of tangency;

Thence, turning and running northeasterly by the southerly sideline of Norway Street eighteen and 12/100 (18.12) feet on a curve whose radius is sixty five (65.00) feet to a point, said point being on the southerly sideline of Norway Street and being the northwesterly corner of Parcel 16B;

Thence, turning and running by the westerly sideline of Parcel 16B S11°-15'-06"W one hundred seventy seven and 51/100 (177.51) feet to a point, said point being the southwesterly corner of Parcel 16B and being on the northerly terminus line of Edgerly Road;

Thence, turning and running along the northerly terminus line of Edgerly Road N78°- 33'-06"W twenty six (26.00) feet to a point;

Thence, turning and running N11°- 15'-06"E one hundred seventy-five (175.00) feet to the point of beginning.

Meaning and intending to convey and hereby conveying all that land shown as parcel 16A on said Plan together with so much of the fee in adjacent streets or ways as may run with said parcel.

- EXHIBIT D -

Contract Required by Section 6A of
Chapter 121A of the General Laws

This Contract made this day of
by and between Morville House, a limited partnership subject to the
provisions of Chapter 109 of the General Laws of The Commonwealth of
Massachusetts (the "Limited Partnership") and the City of Boston, a
municipal corporation of The Commonwealth of Massachusetts (the "City").

W I T N E S S E T H T H A T:

WHEREAS, the Limited Partnership filed with the Boston Redevelopment
Authority (the "Boston Redevelopment Authority") an application dated
August 19, 1971 under the provisions of Massachusetts General Laws,
Chapter 121A, as amended, for approval of a project situated in the City
of Boston, the real estate comprising said project being more particularly
described in the metes and bounds description hereto annexed (the "Project");
and

WHEREAS, the Boston Redevelopment Authority has approved the Project
and such approval has become final and binding, pursuant to the provisions
of said Chapter 121A;

NOW, THEREFORE:

1. The Limited Partnership hereby agrees with the City as follows:

(a) To carry out the Project by constructing, maintaining and
managing the same in accordance with the Application, the provisions of
Massachusetts General Laws, Chapter 121A, as now in effect, and the Minimum
Standards for Financing, Construction, Maintenance and Management of the

Project all as set forth in the Report and Decision of the Boston Redevelopment Authority approving said Project, a copy of which is annexed to this contract as Exhibit "D".

(b) To perform all of the obligations required of the Limited Partnership under the Regulatory Agreement pursuant to the provisions of Massachusetts General Laws, Chapter 121A, Section 18C, a copy of which is attached to this contract as Exhibit "Y".

(c) To pay to the City in respect to each of the forty calendar years next following the year in which the Project is subject to said Chapter 121A the respective amounts, if any, by which the amounts hereinafter set forth exceed the excise prescribed for such calendar year by Section 10 of said Chapter 121A as now existing:

~~i. DURING CONSTRUCTION: For each such calendar year prior to and including the calendar year in which the construction proposed by the Limited Partnership shall be completed, the following amounts:~~

~~1972~~

~~1973~~

~~1974 and any subsequent year during construction~~

TUA
8/31/72
L. B. Ows
9/14/72

ii. UPON COMPLETION: For each subsequent calendar year Fifteen (15%) percent of the gross income of the Project in such year; but in no event more for any calendar year, when added to the excise prescribed by Section 10, than an amount equal to the taxes which would have been assessed for such calendar year upon

the real estate included in the Project Area and the tangible personal property of the Limited Partnership used in connection with the operation, maintenance or management of the Project if such real estate and tangible personal property had not been exempted from taxation.

Whenever construction of the Project is stopped for more than ninety (90) successive calendar days due to a cause or causes not reasonably within the control of the Limited Partnership the payments for the calendar year or years during which such stoppage occurs under subparagraph (i) of this paragraph (c) shall be reduced in an equitable manner so as to reflect the reduced assessable value of the Project for such calendar year.

Any payment which may become due on account of the provisions of this contract for any calendar year shall be paid to the City on

or before April 1 of the year next following such calendar year.

Notwithstanding the foregoing provisions: (a) any payments due from the Limited Partnership with respect to any calendar year pursuant to the provisions of Section 15 of said Chapter 121A, as now or hereafter in effect, shall reduce the payments due with respect to such calendar year by the Limited Partnership pursuant to the provisions of this Contract, but shall not reduce the payments prescribed by Section 10 of said Chapter as now in effect; and (b) if the Limited Partnership, notwithstanding the provisions of this Contract and the Regulatory Agreement attached to this Contract, shall in any year pay to the Commonwealth of Massachusetts, or any political sub-division thereof any excise or tax measured by the Limited Partnership's income from or investment in the Project additional to the excise provided for by Section 10 of Chapter 121A as now in effect, and the payment provided for by Section 15 of said Chapter as now in effect, the applicable amounts stated in or computed in accordance with the preceding paragraphs of this Contract shall be reduced by the amount of such additional excise or tax. In addition to the foregoing provisions for reduction of payments hereunder, and not in derogation thereof, if the excise applicable to the Limited Partnership under Section 10, or any successor provision thereto, is measured by a proviso setting forth a minimum tax, then: If such proviso describes such minimum tax as being not less than the lesser of two amounts, then, to the extent that the Limited Partnership has to pay an amount greater than the lesser of such two amounts, the payments hereunder shall be reduced. (The proviso of Section 10 of Chapter 121A as now in

effect, begins on line 12 of the third paragraph of said section.) Any overpayment applicable to one calendar year shall, at the election of the City, be either refunded or applied by the City to reduce the payments due in the next calendar year except that with respect to the last calendar year in the forty-year period referred to above any overpayment by the Limited Partnership shall be refunded by the City.

The phrase "gross income of the Project", shall be deemed to mean the aggregate of the gross basic rentals received by the Limited Partnership from the occupants of the Project, (a) exclusive of any and all payments received by the Limited Partnership (even though designated as "Additional Rent") to reimburse the Limited Partnership for (i) any services rendered, (including the cost of utilities), any expense incurred, and any payments (including payments for parking) made for or on behalf of a tenant for which a separate charge is made; (ii) any expenses incurred by the Limited Partnership in connection with any default of a tenant; and (b) exclusive of any payments by or on behalf of any federal, state or local government or agency thereof to the lender or the Limited Partnership in behalf of eligible occupants as an assistance payment.

~~2. The Assessors of the City of Boston hereby determine for purposes of, and subject to the last paragraph of Section 10, Chapter 121A, and certify to the State Tax Commission and to the Limited Partnership annually pursuant to the second paragraph of Section 10 of Chapter 121A so long as this contract is in effect the fair cash value of the Project as follows:~~

TLH
8/31/72
LJG
9/14/72

~~(a) DURING CONSTRUCTION~~

~~1972~~

~~1973~~

~~1974~~

~~(b) UPON COMPLETION~~

TUP
8/31/72

ggc
4/14/72

3. The obligations of the Limited Partnership under this contract are conditioned in all respects upon the issuance to them of all permissions, including without limiting the generality of the foregoing, the issuance by the Federal Housing Commissioner of an endorsement for insurance by the said Commissioner of a Mortgage Note under the provisions of Section 236 of the National Housing Act, and variances, permits and licenses which may be required with respect to the construction, maintenance and management of the Project, as specified in the application or reserved therein. The Limited Partnership shall not be held in any way liable for delays which may occur in the construction, repair, and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Limited Partnership's reasonable control.

4. The parties hereto agree that, without mutual consent, any amendment subsequent to the delivery of this contract, of any of the provisions of said Chapter 121A of the General Laws or of the Minimum Standards now applicable to the Project shall not affect the Project.

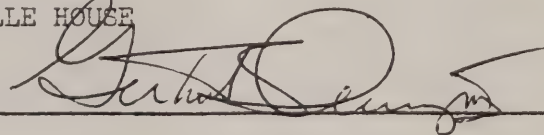
5. If under the provisions of Section 236 of the National Housing Act, the Regulatory Agreement between the Limited Partnership and the Federal Housing Administration or its successors and assigns is terminated,

and the Limited Partnership so requests, or if the Limited Partnership proposes, acting either under the provisions of the last paragraph of Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to a different entity, the Limited Partnership, upon such termination and request or transfers, shall be released from all obligations under this Contract and under said Chapter 121A and at the same time shall be divested of all powers, rights and privileges conferred by this agreement and said Chapter 121A. The City, insofar as its approval may be required of such entity or such transfer or in the matters in connection therewith, hereby approves the same.

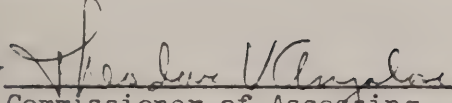
6. The provisions of this contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, except that nothing herein contained shall apply in the event a successor in interest elects option 3 under the provisions of Section 16A of said Chapter 121A as now in effect and that in case of a transfer or termination as contemplated by Section 5 of this Contract, the Limited Partnership shall thereupon cease to be liable hereunder.

EXECUTED as a sealed instrument the day and year first above written.

MORVILLE HOUSE

By 

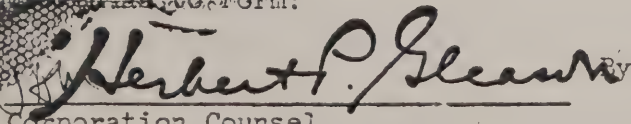
Assented To:

By 

Commissioner of Assessing

CITY OF BOSTON

Approved as to Form:

By 

Corporation Counsel

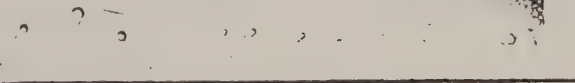
By 
Kevin H. White, Mayor

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

This AGREEMENT made as of the _____ day of _____, 198_, under Massachusetts General Laws Chapter 121A and the Acts of 1960, Chapter 652, as amended, is among Morville House, a Massachusetts limited partnership (the "Seller"), The Episcopal City Mission, a Massachusetts non-profit corporation (the "Buyer"), Norway Street Limited Partnership, a Massachusetts limited partnership (the "Partnership") the City of Boston (the "City"), and the Boston Redevelopment Authority (the "Authority").

WHEREAS, the Seller is the owner of Morville House, a 147-unit elderly rental housing project located on Norway Street in the Fenway area of Boston, Massachusetts;

WHEREAS, the Seller wishes to transfer the Project to the Buyer;

WHEREAS, following the transfer of the Project to the Buyer, the Buyer proposes to sell the Project to the Partnership;

WHEREAS, the Project was originally approved by, and is currently subject to regulation by, the Authority pursuant to the provisions of G.L. c. 121A and a regulatory agreement (the "Regulatory Agreement") entered into between the Authority and the Seller;

WHEREAS, the Project is subject also to a contract between the City and the Seller entered into pursuant to G.L. c. 121A, §6A (the "6A Contract");

WHEREAS, the Seller is willing to transfer the Project to the Buyer, and thereafter the Buyer is willing to sell the Project to the Partnership, in each case subject to the Regulatory Agreement and the 6A Contract as presently in force and effect; and

WHEREAS, the Buyer and the Partnership respectively are willing to accept title to the Project subject to the Regulatory Agreement and the 6A Contract;

NOW, THEREFORE, in partial consideration of the transfer of the Project from the Seller to the Buyer, and thereafter the sale of the Project by the Buyer to the Partnership, the parties hereto agree as follows:

1. In connection with the transfer of the Project by the Seller to the Buyer, the Seller hereby assigns to the Buyer all of its rights, title and interest

in and to the Regulatory Agreement and the 6A Contract, such assignment to take effect upon the Buyer's title to the Project from the Seller.

2. The Buyer hereby accepts such assignment and agrees to assume all of the obligations of the Seller under the Regulatory Agreement and 6A Contract to the extent such obligations arise from and after the date title to the Project is transferred to the Buyer. All obligations under the Regulatory Agreement and 6A Contract existing prior to the date of transfer of title to the Buyer by the Seller shall remain obligations of the Seller.
3. In connection with the sale of the Project to the Partnership by the Buyer, the Buyer hereby assigns to the Partnership all of its right, title and interest and and to the Regulatory Agreement and 6A Contract, such assignment to take effect upon the Partnership's acquisition of title to the Project from the Buyer.
4. The Partnership hereby accepts such assignment and agrees to assume all of the obligations of the Seller and the Buyer under the Regulatory Agreement and 6A Contract to the extent such obligations arise from and after the date title to the Project is transferred to the Partnership.
5. No general or limited partner of the Seller or of the Partnership shall have any personal liability under the Regulatory Agreement, the 6A Contract or hereunder beyond its interest in the Project itself.
6. The Seller and the Buyer are hereby released and discharged by the City of Boston and the Authority from any and all claims and obligations under the Regulatory Agreement and the 6A Contract from and after the date title to the Project is transferred to the Partnership.
7. The foregoing assignments and assumptions are made notwithstanding any provisions of the Regulatory Agreement or of the 6A Contract, which by their terms restrict or prohibit any of the foregoing, which provisions the City of Boston and the Authority, agree are modified only insofar as the same is necessary to permit the Regulatory Agreement and 6A Contract to be assigned and the obligations thereunder to be assumed as provided above.
8. The Regulatory Agreement and 6A Contract, except as modified above, are hereby ratified and confirmed.

EXECUTED as a sealed instrument as of the date first
written above.

The Seller: MORVILLE HOUSE

By Morville House, Incorporated
Its General Partner

By_____

The Buyer: THE EPISCOPAL CITY MISSION

By_____

The Partnership: NORWAY STREET LIMITED
PARTNERSHIP

By Norway Street, Inc.
Its General Partner

By_____

CITY OF BOSTON

By_____
Raymond L. Flynn, Mayor

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

_____ By_____

EXHIBIT F

REGULATORY AGREEMENT

As Required Under the Provisions of Chapter 121A
Section 18C of The Massachusetts General Laws

This Agreement entered into this _____ day of _____, 198_ by and between NORWAY STREET LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "Partnership"), and the BOSTON REDEVELOPMENT AUTHORITY (the "Authority").

WHEREAS, on September 30, 1971, the Authority approved an application for Morville House, a Massachusetts limited partnership, to undertake and carry out a project on Norway Street in Boston, to construct a twelve-story elderly housing project (the "Project") commonly known as "Morville House," to be financed under the provisions of §236 of the National Housing Act; the project is more particularly described in said application;

WHEREAS, on _____, 198_, the Authority authorized the transfer of the Project to the Partnership; and

WHEREAS, pursuant to the provisions of Chapter 121A, §§18B and 18C, the Partnership is required to enter into a regulatory agreement with the Boston Redevelopment Authority.

NOW, THEREFORE, the Partnership agrees for itself, its successors and assigns with the Authority, in consideration of the approval of the Authority and all other assents and approvals as may be required by law, including without limiting the generality of the foregoing, the consent by the Federal Housing Commissioner to the Partnership's acquisition of the Project, as follows:

1 To operate and manage the Project in accordance with the minimum standards for financing, construction, maintenance and management of the Project stated in the original application filed with the Authority.

2. To keep the accounts for the Project separate and apart from any other activities conducted by the Partnership, and not to expend income from the Project other than earnings as described in Chapter 121A, §18C(c) of the General Laws upon or for the benefit of any other of its activities.

3. To comply with the provisions contained in Chapter 121A, §8 relative to the inspection of buildings, and the enforcement of compliance with the financing program and rules and regulations applicable to the Project, and that the

partners of the Partnership will not receive or accept, while this Regulatory Agreement is in force, as net income from the Project any sum in excess of six percent (6%) of the amount invested by them in the Project for each year in which they own or have owned the Project, except that, if in any year they have so received a sum less than the aforesaid six percent (6%), they may so receive in a subsequent year or years additional sums not exceeding, in the aggregate, such deficiency without interest. Nothing contained in this paragraph, however, shall be applicable to the realization of profits from the sale of capital assets of the Limited Partnership. The amount determined to be the amount invested by the partners in the project for purposes of this paragraph 3 shall be no less than the amount of initial equity investment as determined by the Federal Housing Administration.

4. That in consideration of the exemption from taxation of real and personal property and betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the Project, the Partnership will pay the excises with respect to the Project which a corporation would be bound to pay under the formula and provisions set forth in §10 of said Chapter 121A.

5. Subject to the provisions of paragraph 6 of this Regulatory Agreement, this Regulatory Agreement shall continue for a term of forty (40) years from the date of initial 1971 approval of the Project which is the subject matter of this Regulatory Agreement to the satisfaction of the "Housing Board" as defined in said Chapter 121A as amended, or any other authority for approval as may be provided for by law under said Chapter 121A. Subject to the Partnership having carried out the obligations and duties imposed by said Chapter 121A for a period of forty (40) years from the date of such approval, neither the Project nor the Partnership shall thereafter be subject to the obligations of said Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Regulatory Agreement as provided for in §18C of said Chapter.

6. If under the provisions of §236 of the National Housing Act, the Regulatory Agreement between the Partnership and the Federal Housing Administration or its successors and assigns is terminated, and the Partnership so requests, or if the Partnership proposes, acting either under the provisions of the last paragraph of §11 or under §16A of said Chapter 121A, to transfer the Project to a different entity, this Regulatory Agreement shall, upon such termination and request, or transfer, be terminated.

7. This Regulatory Agreement shall be binding upon and the benefits hereunder shall inure to the limited partnership, its legal representatives, executors, administrators, successors in office or interest and assigns.

8. None of the general or limited partners of the Partnership assumes any personal liability beyond his interest in the Project itself under the terms of this Regulatory Agreement.

9. The partners of the Partnership do hereby covenant and agree with the Authority that they will not transfer, assign, convey, or sell or in any manner hypothecate their respective interests as partners in the Project prior to the completion of the Project, except to other partners, without the express written consent and approval of the Authority as provided for by law in said Chapter 121A, and that as a condition to any request to permit a transfer of such interest they will cause such transferee or assignee to enter into a written agreement in form and manner reasonably satisfactory to the Authority wherein such assignee or transferee agrees to assume and be bound by the terms and provisions of this Regulatory Agreement.

10. Prior to completion, any transferee or any person or entity succeeding to the rights and obligations and interest of the respective partners as owners in the Project by operation of law, testamentary disposition, intestacy or insolvency or otherwise shall, at the option of the Authority, be deemed to have been covenanted and agreed to be bound by the terms, covenants and conditions of the within agreement.

11. a. The Authority may enforce any of its orders, rules or regulations or the provisions of this Regulatory Agreement by a bill in equity filed in the Superior Court of the Commonwealth or by a petition for a writ of mandamus filed under the provisions of §5 of Chapter 249 of the General Laws.

b. The Partnership agrees that it will (i) maintain full and accurate accounts, records and books relative to the project in such manner and in such detail as the Authority may prescribe; (ii) grant to the employees or representatives of the Authority at all times during normal business hours access to the project and to its accounts, records, and books; (iii) permit the Authority or any accountants or auditors approved by it to make periodic audits of the accounts and financial records of the Partnership which shall at all times be available in The Commonwealth of Massachusetts at One Joy Street or such other place as may be mutually agreed upon in The Commonwealth of Massachusetts;

and (iv) furnish to the authority such financial, operating, statistical and other reports, records, statements and documents on a uniform and consistent basis as may be required, periodically or on a one-time basis, by the Authority and copies of contracts of the partnership or other documents in the possession of the partnership as the Authority may from time to time require.

c. Any notice or demand permitted or required under this Regulatory Agreement to be given or served by either of the parties hereto or upon the other party hereto shall be in writing and shall be signed in the name of the party giving or serving the same. Such notice or demand shall be mailed by registered mail (postage and registry charges prepaid) or served on the Director of the Authority or member or officer or designee of the Partnership. Notice shall be deemed to have been received at the time of actual service or three (3) days after the date of the mailing by registered mail properly addressed. The principal office of the Director of the Authority shall be deemed to be Boston City Hall, Boston, Massachusetts, 02201, or such other place as said Director may designate by written notice to the Partnership; and the principal office of the Partnership shall be deemed to be One Joy Street, Boston, Massachusetts, or such place as the Partnership may designate by written notice to the said Director.

12. This Regulatory Agreement replaces and supercedes the regulatory agreement originally executed by Morville House and the Authority with respect to the Project. By its signature below, the Authority hereby releases and discharges Morville House from any and all claims and obligations under such original regulatory agreement from and after the date hereof.

EXECUTED as a sealed instrument.

NORWAY STREET LIMITED
PARTNERSHIP

By Norway Street, Inc.
Its General Partner

By _____

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Director

